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This free Massachusetts residential lease template is provided for general informational and educational use. Honestkey is not a law firm and does not provide legal advice. Landlord-tenant law changes and varies by city and situation; a template cannot cover every case. Before you use this document, have it reviewed by a licensed attorney in Massachusetts and confirm every blank, amount, and required disclosure is complete and current. Using this template does not create an attorney-client relationship.

Residential Lease Agreement

State of Massachusetts

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Massachusetts (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

Whatever number of days is written above, Landlord will not charge or collect any late fee, interest or penalty for late rent until 30 days after the rent was due.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

At or before the start of the tenancy, Landlord will not require Tenant to pay any amount other than the rent for

the first full month, the rent for the last full month at the same rate as the first, a security deposit of no more than one month's rent, and the purchase and installation cost for a key and lock, or a fee in place of a deposit where Massachusetts rules allow it. No fee listed above is charged before the tenancy starts unless it is one of these.

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep from the deposit only: unpaid rent or water charges that have not been validly withheld or deducted under the law; any unpaid increase in real estate taxes that Tenant is obligated to pay under a tax clause in this lease that meets the law; and a reasonable amount needed to repair damage to the Home caused by Tenant or by any person under Tenant's control or on the premises with Tenant's consent, not counting reasonable wear and tear. No deduction will be made for any other purpose.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. At or before the start of the tenancy, Landlord will not require a pet deposit or any other deposit beyond the security deposit above.

Within 30 days after the tenancy ends, Landlord will return the deposit, or the balance of it, to Tenant, with the interest owed.

If Landlord deducts for damage, Landlord will give Tenant within the same 30 days an itemized list of the damage, sworn to by Landlord or Landlord's agent under pains and penalties of perjury, that itemizes in precise detail the nature of the damage and of the repairs needed to correct it, with written evidence, such as estimates, bills, invoices or receipts, of the actual or estimated cost.

Landlord will not deduct for any damage that was listed in the separate written statement of the condition of the Home, or in a separate list Tenant gave Landlord that Landlord signed, unless Landlord repaired that damage and can prove that the new damage is unrelated to the earlier damage and was caused by Tenant or by a person under Tenant's control or on the premises with Tenant's consent.

17. Where the deposit is held

Landlord will hold the deposit in a separate, interest-bearing account in a bank located in Massachusetts, on terms that place the deposit beyond the claim of Landlord's creditors, including a foreclosing mortgagee or trustee in bankruptcy, and that allow it to be transferred to a new owner of the Home. The deposit stays Tenant's property and will not be mixed with Landlord's own money.

The deposit is held at _____, _____.

Within 30 days after Landlord receives the deposit, Landlord will give Tenant a receipt that shows the name and location of the bank, the amount of the deposit and the account number.

If Landlord holds the deposit for one year or longer, Landlord will pay Tenant interest, starting on the first day of the tenancy, at 5 percent a year, or the lesser amount the bank paid on the deposit, at the end of each year of the tenancy. If the tenancy ends before the anniversary date, Landlord will pay Tenant all accrued interest within 30 days after it ends. At the end of each year Landlord will give or send Tenant a statement that shows the name and address of the bank, the amount of the deposit, the account number and the interest owed, together with the interest or a notice that Tenant may deduct the interest from Tenant's next rent payment.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, Landlord may change the rent by giving Tenant the written notice described in Giving notice to move out, which may include an offer of a new tenancy for the Home on different terms, including a different rent. The new rent takes effect only when that notice period ends.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

At or before the start of the tenancy, Landlord will not require Tenant to pay a pet deposit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the

person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

Whatever number of days is written above, Tenant has fifteen days after receiving Landlord's separate written statement of the condition of the Home, or fifteen days after moving in, whichever is later, to return to Landlord a separate signed list of any damage Tenant believes exists in the Home. Within fifteen days of receiving that list, Landlord will return a copy of it to Tenant with either Landlord's signed agreement or a clear statement of disagreement attached.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

39. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

40. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

41. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

42. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

43. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

44. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

45. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

46. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

47. Giving notice to move out

In a month-to-month tenancy, either side may end the tenancy by giving the other three months' written notice. If rent is paid at intervals of less than three months, the notice is long enough if it equals the interval between the days rent is paid or 30 days, whichever is longer.

Landlord's written notice may include an offer to start a new tenancy for the Home on terms different from this one, and that offer does not make the notice invalid.

A notice must be in writing and say the date the tenancy ends.

48. Leaving early

☐ Tenant may end this lease early by giving _____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again, and Tenant also owes the reasonable cost of doing so, if the law allows it.

49. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

50. Safety, and other rights to leave early

Whatever this lease says, a Tenant or co-tenant may end this lease and move out by giving Landlord written notice that a member of the household is a victim of domestic violence, rape, sexual assault or stalking, if the notice is given within 3 months of the most recent act, or if a member of Tenant's household is reasonably in fear of imminent serious physical harm from one of those acts. Landlord may ask for proof of that status. Tenant, the co-tenant or any household member who is not the perpetrator will move out within 3 months of giving the notice. Tenant is freed from rent and from payment for use of the Home for 30 days or one full rental period after the day Tenant moves out, whichever ends last, and Landlord will refund any prepaid rent for the time after that. Every other tenant or co-tenant on this lease stays responsible for what this lease and the law require of them.

Whatever this lease says, if a Tenant, co-tenant or household member reasonably believes that they are under an imminent threat of domestic violence, rape, sexual assault or stalking at the Home, Landlord will on request make a good faith effort, within 2 business days, to change the locks of the Home or give permission to change them, and, if Landlord changes them, to give a key to the new locks to the person who asked as soon as possible within the same 2 business days. Landlord may charge a fee for the lock change that does not exceed the reasonable price customarily charged for changing such locks in the community.

51. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law

provides.

In a month-to-month tenancy, if Tenant neglects or refuses to pay rent that is due, Landlord may end the tenancy by giving Tenant 14 days' written notice to quit. Landlord's notice for unpaid rent will contain the notification to Tenant that the law requires about Tenant's right to stop the termination by paying or tendering the full amount of rent due within ten days after receiving the notice. That right applies only if Tenant has not received a similar notice from Landlord within the twelve months before.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

52. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

53. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

54. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

55. Attorney fees

☐ If Landlord and Tenant go to court over this lease, the side that wins may recover reasonable attorney fees and court costs, if the court awards them.

56. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

57. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

58. Which law applies

Massachusetts law and any local law that applies to the Home govern this lease.

59. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

60. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

61. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

62. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

63. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

64. When Landlord may enter

Before this lease ends, Landlord may enter the Home only to inspect it, to make repairs, or to show it to a prospective tenant, purchaser or mortgagee or their agents. Landlord may also enter the Home under a court order, if the Home appears to have been abandoned by Tenant, or to inspect it within the last 30 days of the tenancy, or after either side has given the other notice that it intends to end the tenancy, to decide the amount of any damage that would be a reason to deduct from the deposit.

Landlord will enter at reasonable times and after reasonable notice, will not use entry to harass Tenant, and Tenant will not unreasonably refuse entry.

65. Statement of the condition of the Home

☐ Landlord will give Tenant a separate written statement of the present condition of the Home, signed by Landlord or Landlord's agent, with a comprehensive listing of any damage then existing in the Home, when Landlord receives the security deposit or within ten days after the tenancy begins, whichever is later.

66. Share of a real estate tax increase

☐ Tenant will pay Landlord only that proportion of any increase in the real estate tax levied during the term of this lease that the Home bears to the whole of the real estate that is taxed. The exact percentage of any such increase that Tenant will pay is _____.

If Landlord obtains an abatement of the real estate tax levied on the whole of the real estate of which the Home is a part, Landlord will refund to Tenant a proportionate share of the abatement, less reasonable attorney's fees, if any.

67. Separate charge for water and sewer

☐ **Tenant will pay Landlord separately for the water and sewer service used in the Home, as measured by a submeter that measures only water supplied for the exclusive use of the Home, and not any common area, any other unit or any other party.**

How the arrangement works: _____.

Tenant is charged for water only if the law makes the Home eligible. It is eligible only at the start of a new tenancy, and only if the Home is being lived in for the first time, or the previous tenant left voluntarily or was evicted for not paying rent or for breaking a lease. It is not eligible if Tenant moved involuntarily from another unit in the same building or building complex. Once a tenant has been charged for water under the law, the Home stays eligible in later tenancies.

Landlord will not charge Tenant for water until Landlord has certified to the board of health or other agency that enforces the state sanitary code that the Home meets the requirements of the law for a separate charge, and not for any water supplied before fully functioning water conservation devices are installed on all faucets, showerheads and water closets in the Home.

Landlord will bill Tenant in at least as many billing periods as the water company bills Landlord. Each bill will show the current and the immediately preceding submeter readings and the date of each reading, the amount of water used since the last reading, the charge per unit of water, the total charge and the payment due date.

The charge per unit of water is the total of the water company's bill to Landlord for the period for water, the customer service charge and taxes, not including interest for late payment, penalty fees or other discretionary charges, divided by the total water used on the whole property that period. Tenant will never be charged more than that cost per unit multiplied by the units of water delivered exclusively to the Home in the same period, and Landlord will first verify that the water measured by all submeters in the building, including those for common areas, does not exceed the total water on the water company's bill for the same period.

If Landlord bills monthly, payment is due 15 days after the date the bill is mailed to Tenant. If Landlord bills at longer intervals than one month, payment is due 30 days after the date the bill is mailed to Tenant. If Tenant does not pay, that is a material breach of this lease, which Tenant may cure by paying

the water charges in full before any court hearing on it.

If Tenant's tenancy starts after the beginning but before the end of a billing period for which the water company has not yet billed Landlord, Landlord will mail Tenant the submeter reading as of the first day of the tenancy and will bill Tenant only for water measured after that reading. If the tenancy ends after the beginning but before the end of such a billing period, Landlord will give Tenant on the last day of the tenancy the submeter reading as of that day together with a final bill for the water used since the last reading, or will mail both no later than the day after the tenancy ends. The final bill uses the same rate the water company charged Landlord in its last bill, is due immediately, and if unpaid may be deducted from the security deposit as the deposit section allows. If the water company later charges Landlord a lesser rate, Landlord will recalculate the final bill at once and mail Tenant the revised bill with a refund of any overpayment.

Landlord will not charge any servicing, administrative, establishment, meter-reading, meter-testing, billing or submetering fee, or any other fee for the water arrangement, however named.

68. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony:_____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in:_____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Statement of the Condition of the Home

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen

days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

The present condition of the Home, with a comprehensive listing of any damage existing in the Home now, including any violations of the state sanitary or state building codes that a local board of health or building official has certified or a court has adjudicated and that now exist in the Home:

_____

_____

_____

_____

Landlord, or Landlord's agent, signs this statement below. Tenant does not sign it with this lease: Tenant has the time the notice above gives to read it against the Home.

If the list is correct and complete, Tenant signs this statement and returns it to Landlord. If it is not, Tenant returns it with a separate signed list of any damage Tenant believes exists in the Home. Within fifteen days of receiving Tenant's list, Landlord will return a copy of it to Tenant with Landlord's signed agreement or a clear statement of disagreement attached.

Tenant's signature:_____ Date: _____

Landlord: _____ Date: _____

Lead Paint Notice and Certification of Receipt (homes built before 1978)

This applies if the Home was built before 1978, or its age is not known.

Before Tenant entered into this lease, Landlord, or the person to whom rent is regularly paid, gave Tenant: (1) a copy of the state's lead paint notification materials and the standard form, completed by Landlord; (2) a copy of the most recent lead paint inspection report, letter of interim control, letter of compliance or abatement plan that applies to the Home and to the common areas or exterior surfaces of the residential premises; and (3) two copies of this statement certifying that Tenant received all of these, one for Tenant to keep and one for Landlord to keep.

Tenant certifies that Tenant received all of the materials listed above before entering into this lease.

Landlord: _____ Date: _____

Tenant:_____ Date: _____